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9 Attorneys for Plaintiffs  
10 MEGAN TRAMA, MATTHEW HARTZ, and  
RAFAEL ROBLES

11 **UNITED STATES DISTRICT COURT**  
12 **CENTRAL DISTRICT OF CALIFORNIA**  
13 **WESTERN DIVISION**  
14

15 MEGAN TRAMA, MATTHEW  
HARTZ, and RAFAEL ROBLES on  
16 behalf of themselves and all others  
similarly situated,

17 Plaintiffs,

18 v.

19 RELX PLC, RELX GROUP PLC,  
RELX (HOLDINGS) LIMITED, RELX  
20 OVERSEAS HOLDINGS LIMITED,  
and RELX INC.

21 Defendants.

Case No. 2:24-cv-03174-DSF-E

**STIPULATED  
PROTECTIVE ORDER**

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1. A. PURPOSES AND LIMITATIONS

As the parties have represented that discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted, this Court enters the following Protective Order. This Order does not confer blanket protections on all disclosures or responses to discovery. The protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. Further, as set forth in Section 12.3, below, this Protective Order does not entitle the parties to file confidential information under seal. Rather, when the parties seek permission from the court to file material under seal, the parties must comply with Civil Local Rule 79-5 and with any pertinent orders of the assigned District Judge and Magistrate Judge.

B. GOOD CAUSE STATEMENT

This action is likely to involve trade secrets, customer and pricing lists and other valuable research, development, commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, confidential business or financial information, information regarding confidential business practices, or other confidential research, development, or commercial information (including information implicating privacy rights of third parties), information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep

1 confidential, to ensure that the parties are permitted reasonable necessary uses of such  
2 material in connection with this action, to address their handling of such material at  
3 the end of the litigation, and to serve the ends of justice, a protective order for such  
4 information is justified in this matter. The parties shall not designate any  
5 information/documents as confidential without a good faith belief that such  
6 information/documents have been maintained in a confidential, non-public manner,  
7 and that there is good cause or a compelling reason why it should not be part of the  
8 public record of this case.

9 2. DEFINITIONS

10 2.1 Action: The instant action: *Trama et al. v. RELX PLC et al.*, Case No.  
11 2:24-cv-03174-DSF-E.

12 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
13 of information or items under this Order.

14 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
15 how it is generated, stored or maintained) or tangible things that qualify for protection  
16 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
17 Cause Statement.

18 2.4 “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY”  
19 Information or Items: extremely sensitive “CONFIDENTIAL” Information or Items,  
20 the disclosure of which to another Party or Non-Party would create a substantial risk  
21 of serious harm that could not be avoided by less restrictive means.

22 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as  
23 their support staff).

24 2.6 Designating Party: a Party or Non-Party that designates information or  
25 items that it produces in disclosures or in responses to discovery as  
26 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES  
27 ONLY.”  
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1           2.7 Disclosure or Discovery Material: all items or information, regardless  
2 of the medium or manner in which it is generated, stored, or maintained (including,  
3 among other things, testimony, transcripts, and tangible things), that are produced or  
4 generated in disclosures or responses to discovery in this matter.

5           2.8 Expert: a person with specialized knowledge or experience in a matter  
6 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
7 an expert witness or as a consultant in this Action.

8           2.9 House Counsel: attorneys who are employees of a party to this Action.  
9 House Counsel does not include Outside Counsel of Record or any other outside  
10 counsel.

11           2.10 Non-Party: any natural person, partnership, corporation, association, or  
12 other legal entity not named as a Party to this action.

13           2.11 Outside Counsel of Record: attorneys who are not employees of a party  
14 to this Action but are retained to represent or advise a party to this Action and have  
15 appeared in this Action on behalf of that party or are affiliated with a law firm which  
16 has appeared on behalf of that party, and includes support staff.

17           2.12 Party: any party to this Action, including all of its officers, directors,  
18 employees, consultants, retained experts, and Outside Counsel of Record (and their  
19 support staffs).

20           2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
21 Discovery Material in this Action.

22           2.14 Professional Vendors: persons or entities that provide litigation support  
23 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
24 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
25 and their employees and subcontractors.

26           2.15 Protected Material: any Disclosure or Discovery Material that is  
27 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL --  
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1 ATTORNEYS' EYES ONLY."

2 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material  
3 from a Producing Party.

4 3. SCOPE

5 The protections conferred by this Order cover not only Protected Material (as  
6 defined above), but also (1) any information copied or extracted from Protected  
7 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;  
8 and (3) any deposition testimony, conversations, or presentations by Parties or their  
9 Counsel that might reveal Protected Material, other than at trial.

10 Any use of Protected Material at trial shall be governed by the orders of the  
11 trial judge. This Order does not govern the use of Protected Material at trial.

12 4. DURATION

13 Even after final disposition of this litigation, the confidentiality obligations  
14 imposed by this Order shall remain in effect until a Designating Party agrees  
15 otherwise in writing or a court order otherwise directs. Final disposition shall be  
16 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
17 or without prejudice; and (2) final judgment herein after the completion and  
18 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
19 including the time limits for filing any motions or applications for extension of time  
20 pursuant to applicable law.

21 5. DESIGNATING PROTECTED MATERIAL

22 5.1 Exercise of Restraint and Care in Designating Material for Protection.

23 Each Party or Non-Party that designates information or items for protection under  
24 this Order must take care to limit any such designation to specific material that  
25 qualifies under the appropriate standards. The Designating Party must designate for  
26 protection only those parts of material, documents, items, or oral or written  
27 communications that qualify so that other portions of the material, documents, items,  
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1 or communications for which protection is not warranted are not swept unjustifiably  
2 within the ambit of this Order.

3 Mass, indiscriminate, or routinized designations are prohibited. Designations  
4 that are shown to be clearly unjustified or that have been made for an improper  
5 purpose (e.g., to unnecessarily encumber the case development process or to impose  
6 unnecessary expenses and burdens on other parties) may expose the Designating  
7 Party to sanctions.

8 If it comes to a Designating Party's attention that information or items that it  
9 designated for protection do not qualify for protection, that Designating Party must  
10 promptly notify all other Parties that it is withdrawing the inapplicable designation.

11 5.2 Manner and Timing of Designations. Except as otherwise provided in  
12 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise  
13 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
14 under this Order must be clearly so designated before the material is disclosed or  
15 produced.

16 Designation in conformity with this Order requires:

17 (a) for information in documentary form (e.g., paper or electronic  
18 documents, but excluding transcripts of depositions), that the Producing Party affix  
19 at a minimum, the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL --  
20 ATTORNEYS' EYES ONLY" to each page that contains protected material. If only  
21 a portion or portions of the material on a page qualifies for protection, the Producing  
22 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
23 markings in the margins).

24 A Party or Non-Party that makes original documents available for inspection  
25 need not designate them for protection until after the inspecting Party has indicated  
26 which documents it would like copied and produced. During the inspection and  
27 before the designation, all of the material made available for inspection shall be  
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1 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents  
2 it wants copied and produced, the Producing Party must determine which documents,  
3 or portions thereof, qualify for protection under this Order. Then, before producing  
4 the specified documents, the Producing Party must affix the “CONFIDENTIAL”, or  
5 “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY” legend to each page  
6 that contains Protected Material. If only a portion or portions of the material on a  
7 page qualifies for protection, the Producing Party also must clearly identify the  
8 protected portion(s) (e.g., by making appropriate markings in the margins).

9 (b) for testimony given in depositions or in other pretrial or trial  
10 proceedings, that the Designating Party identifies on the record all protected  
11 testimony, or in the case of depositions, notify all Parties in writing of the page and  
12 line numbers of the testimony deemed to be “CONFIDENTIAL” or “HIGHLY  
13 CONFIDENTIAL -- ATTORNEYS’ EYES ONLY” within fifteen (15) days of the  
14 deposition or hearing transcript becoming available. Until such designation is made,  
15 all testimony will be treated as “HIGHLY CONFIDENTIAL – ATTORNEYS’  
16 EYES ONLY.”

17 (c) any party planning to disclose and/or rely upon material deemed to be  
18 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
19 ONLY” at a trial or pretrial proceeding must provide notice to the Designating Party  
20 prior to disclosing such material to allow the Designating Party an opportunity to seal  
21 the courtroom and/or seek other appropriate relief from the Court to prevent the  
22 public disclosure of the Protected Material. Alternatively, if such notice has not and  
23 cannot reasonably be provided, the party planning to disclose and/or rely on the  
24 Protected Material must request that the Court seal the courtroom.

25 (d) for information produced in some form other than documentary and for  
26 any other tangible items, that the Producing Party affix in a prominent place on the  
27 exterior of the container or containers in which the information is stored the legend  
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1 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES  
2 ONLY.” If only a portion or portions of the information warrants protection, the  
3 Producing Party, to the extent practicable, shall identify the protected portion(s).

4 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
5 failure to designate qualified information or items does not, standing alone, waive  
6 the Designating Party’s right to secure protection under this Order for such material.  
7 Upon timely correction of a designation, the Receiving Party must make reasonable  
8 efforts to assure that the material is treated in accordance with the provisions of this  
9 Order.

10 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

11 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
12 designation of confidentiality at any time that is consistent with the Court’s  
13 Scheduling Order.

14 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
15 resolution process under Local Rule 37-1 et seq.

16 6.3 The burden of persuasion in any such challenge proceeding shall be on  
17 the Designating Party. Frivolous challenges, and those made for an improper purpose  
18 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
19 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
20 or withdrawn the confidentiality designation, all parties shall continue to afford the  
21 material in question the level of protection to which it is entitled under the Producing  
22 Party’s designation until the Court rules on the challenge.

23 7. ACCESS TO AND USE OF PROTECTED MATERIAL

24 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
25 disclosed or produced by another Party or by a Non-Party in connection with this  
26 Action only for prosecuting, defending, or attempting to settle this Action. Such  
27 Protected Material may be disclosed only to the categories of persons and under the  
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1 conditions described in this Order. When the Action has been terminated, a Receiving  
2 Party must comply with the provisions of Section 13 below. In no event may any  
3 Protected Material be used for any purposes outside of this Action.

4 Protected Material must be stored and maintained by a Receiving Party at a  
5 location and in a secure manner that ensures that access is limited to the persons  
6 authorized under this Order.

7 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
8 otherwise ordered by the court or permitted in writing by the Designating Party, a  
9 Receiving Party may disclose any information or item designated  
10 “CONFIDENTIAL” only to:

11 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well  
12 as employees of said Outside Counsel of Record to whom it is reasonably necessary  
13 to disclose the information for this Action;

14 (b) the officers, directors, and employees (including House Counsel) of the  
15 Receiving Party to whom disclosure is reasonably necessary for this Action;

16 (c) Experts (as defined in this Order) of the Receiving Party to whom  
17 disclosure is reasonably necessary for this Action and who have signed the  
18 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

19 (d) the court and its personnel;

20 (e) private court reporters and their staff to whom disclosure is reasonably  
21 necessary for this Action and who have signed the “Acknowledgment and Agreement  
22 to Be Bound” (Exhibit A);

23 (f) professional jury or trial consultants, mock jurors, and Professional  
24 Vendors to whom disclosure is reasonably necessary for this Action and who have  
25 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

26 (g) the author or recipient of a document containing the information or a  
27 custodian or other person who otherwise possessed or knew the information;  
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1 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
2 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
3 requests that the witness sign the “Acknowledgment and Agreement to Be Bound”  
4 (Exhibit A); and (2) they will not be permitted to keep any confidential information  
5 unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A),  
6 unless otherwise agreed by the Designating Party or ordered by the court. Pages of  
7 transcribed deposition testimony or exhibits to depositions that reveal Protected  
8 Material may be separately bound by the court reporter and may not be disclosed to  
9 anyone except as permitted under this Protective Order; and

10 (i) any mediator or settlement officer, and their supporting personnel,  
11 mutually agreed upon by any of the parties engaged in settlement discussions.

12 7.3 Disclosure of “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES  
13 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in  
14 writing by the Designating Party, a Receiving Party may disclose any information or  
15 item designated “HIGHLY CONFIDENTIAL” only to:

16 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as  
17 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
18 disclose the information for this Action;

19 (b) Experts (as defined in this Order) of the Receiving Party to whom  
20 disclosure is reasonably necessary for this Action and who have signed the  
21 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

22 (c) the court and its personnel;

23 (d) private court reporters and their staff to whom disclosure is reasonably  
24 necessary for this Action and who have signed the “Acknowledgment and Agreement  
25 to Be Bound” (Exhibit A);

26 (e) professional jury or trial consultants, mock jurors, and Professional  
27 Vendors to whom disclosure is reasonably necessary for this Action and who have  
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1 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

2 (f) the author or recipient of a document containing the information or a  
3 custodian or other person who otherwise possessed or knew the information; and

4 (g) any mediator or settlement officer, and their supporting personnel,  
5 mutually agreed upon by any of the parties engaged in settlement discussions.

6 8. UNAUTHORIZED USES OF PROTECTED INFORMATION  
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8 Absent notice to and permission from the producing Party, any person or entity  
9 authorized to have access to Confidential Information under the terms of this  
10 Agreement shall not use or employ any application, service, or analytical software  
11 that will transfer, transmit, send or allow any external access to Confidential  
12 Information (in whole or in part) unless such application, service, or analytical  
13 software is fully containerized (i.e., does not transmit any information to any external  
14 system or network for the purpose of analysis, use, or the generation of text outputs  
15 in response to queries, has the ability to track all information in the system (including  
16 access), and does not otherwise allow access to information by unauthorized  
17 persons). For the avoidance of doubt, this restriction expressly applies to the use of  
18 advanced large language models, “generative” AI tools, and other advanced AI  
19 systems, including but not limited to OpenAI, GPT, ChatGPT3/4 *et seq.*, Google  
20 Gemini, Meta LLAMA, MidJourney, DALL·E, DALL·E 2, DALL·E 3, and Stable  
21 Diffusion. It does not apply to secure file transfer services used in the ordinary course  
22 of business including but not limited to Dropbox, Box, or other FTP software used  
23 by the parties’ law firms, nor does it apply to IT, cloud computing, hosting, or remote  
24 server applications or services used in the ordinary course of business by the parties’  
25 law firms.

26 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
27 PRODUCED IN OTHER LITIGATION

28 If a Party is served with a subpoena or a court order issued in other litigation

1 that compels disclosure of any information or items designated in this Action as  
2 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES  
3 ONLY,” that Party must:

4 (a) promptly notify in writing the Designating Party. Such notification  
5 shall include a copy of the subpoena or court order unless prohibited by law;

6 (b) promptly notify in writing the party who caused the subpoena or  
7 order to issue in the other litigation that some or all of the material covered by the  
8 subpoena or order is subject to this Protective Order. Such notification shall include  
9 a copy of this Protective Order; and

10 (c) cooperate with respect to all reasonable procedures sought to be  
11 pursued by the Designating Party whose Protected Material may be affected.

12 If the Designating Party timely seeks a protective order, the Party served with  
13 the subpoena or court order shall not produce any information designated in this  
14 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’  
15 EYES ONLY” before a determination by the court from which the subpoena or order  
16 issued, unless the Party has obtained the Designating Party’s permission, or unless  
17 otherwise required by the law or court order. The Designating Party shall bear the  
18 burden and expense of seeking protection in that court of its confidential material and  
19 nothing in these provisions should be construed as authorizing or encouraging a  
20 Receiving Party in this Action to disobey a lawful directive from another court.

21 10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
22 PRODUCED IN THIS LITIGATION

23 (a) The terms of this Order are applicable to information produced by a  
24 Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY  
25 CONFIDENTIAL -- ATTORNEYS’ EYES ONLY.” Such information produced by  
26 Non-Parties in connection with this litigation is protected by the remedies and relief  
27 provided by this Order. Nothing in these provisions should be construed as  
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1 prohibiting a Non-Party from seeking additional protections.

2 (b) In the event that a Party is required, by a valid discovery request, to  
3 produce a Non-Party's confidential information in its possession, and the Party is  
4 subject to an agreement with the Non-Party not to produce the Non-Party's  
5 confidential information, then the Party shall:

6 (1) promptly notify in writing the Requesting Party and the Non-Party  
7 that some or all of the information requested is subject to a confidentiality agreement  
8 with a Non-Party;

9 (2) promptly provide the Non-Party with a copy of the Protective Order  
10 in this Action, the relevant discovery request(s), and a reasonably specific description  
11 of the information requested; and

12 (3) make the information requested available for inspection by the Non-  
13 Party, if requested.

14 (c) If a Non-Party represented by counsel fails to commence the process  
15 called for by Local Rules 45-1 and 37-1, et seq. within 14 days of receiving the notice  
16 and accompanying information or fails contemporaneously to notify the Receiving  
17 Party that it has done so, the Receiving Party may produce the Non-Party's  
18 confidential information responsive to the discovery request. If an unrepresented  
19 Non-Party fails to seek a protective order from this court within 14 days of receiving  
20 the notice and accompanying information, the Receiving Party may produce the Non-  
21 Party's confidential information responsive to the discovery request. If the Non-  
22 Party timely seeks a protective order, the Receiving Party shall not produce any  
23 information in its possession or control that is subject to the confidentiality agreement  
24 with the Non-Party before a determination by the court unless otherwise required by  
25 the law or court order. Absent a court order to the contrary, the Non-Party shall bear  
26 the burden and expense of seeking protection in this court of its Protected Material.

27 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL  
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1 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
2 Protected Material to any person or in any circumstance not authorized under this  
3 Protective Order, the Receiving Party must immediately (a) notify in writing the  
4 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve  
5 all unauthorized copies of the Protected Material, (c) inform the person or persons to  
6 whom unauthorized disclosures were made of all the terms of this Order, and (d)  
7 request such person or persons to execute the “Acknowledgment and Agreement to  
8 Be Bound” (Exhibit A).

9 12. INADVERTENT PRODUCTION OF PRIVILEGED OR  
10 OTHERWISE PROTECTED MATERIAL

11 If a party becomes aware that it has inadvertently produced information  
12 protected by the attorney-client privilege, the attorney work product doctrine, or other  
13 privilege or immunity against disclosure, the party will promptly notify each  
14 Receiving Party in writing of the inadvertent production. When a party receives  
15 notice of such inadvertent production, it shall return or destroy all copies of  
16 inadvertently produced material within three (3) business days. Any notes or  
17 summaries referring or relating to any such inadvertently produced material subject  
18 to claim of privilege or immunity shall be destroyed forthwith. Additional obligations  
19 of the Receiving Parties are those set forth in Federal Rule of Civil Procedure  
20 26(b)(5)(B). This provision is not intended to modify whatever procedure may be  
21 established in an e-discovery order that provides for production without prior  
22 privilege review. Inadvertent disclosures do not operate as a waiver of any privilege  
23 or protection, so long as the disclosure was inadvertent, the holder of the privilege or  
24 protection took reasonable steps to prevent disclosure, and the holder promptly took  
25 reasonable steps to rectify the error. A federal court may order that the privilege or  
26 protection is not waived by disclosure connected with the litigation pending before  
27 the court — in which event the disclosure is also not a waiver in any other federal or  
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1 state proceeding. An agreement on the effect of disclosure in a federal proceeding is  
2 binding only on the parties to the agreement, unless it is incorporated into a court  
3 order.

4 13. MISCELLANEOUS

5 13.1 Right to Further Relief. Nothing in this Order abridges the right of any  
6 person to seek its modification by the Court in the future.

7 13.2 Right to Assert Other Objections. No Party waives any right it  
8 otherwise would have to object to disclosing or producing any information or item  
9 on any ground not addressed in this Protective Order. Similarly, no Party waives any  
10 right to object on any ground to use in evidence of any of the material covered by  
11 this Protective Order.

12 13.3 Filing Protected Material. A Party that seeks to file under seal any  
13 Protected Material must comply with Civil Local Rule 79-5 and with any pertinent  
14 orders of the assigned District Judge and Magistrate Judge. Protected Material may  
15 only be filed under seal pursuant to a court order authorizing the sealing of the  
16 specific Protected Material at issue. If a Party's request to file Protected Material  
17 under seal is denied by the court, then the Receiving Party may file the information  
18 in the public record unless otherwise instructed by the court.

19 14. FINAL DISPOSITION

20 After the final disposition of this Action, as defined in Section 4, within 60  
21 days of a written request by the Designating Party, each Receiving Party must return  
22 all Protected Material to the Producing Party or destroy such material. As used in  
23 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
24 summaries, and any other format reproducing or capturing any of the Protected  
25 Material. Whether the Protected Material is returned or destroyed, the Receiving  
26 Party must submit a written certification to the Producing Party (and, if not the same  
27 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
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(by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4.

15. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

**IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

Dated: 11/25/2024

/s/ Krysta Kauble Pachman  
Attorney for Plaintiffs

Dated: 11/25/2024

/s/ Jeffrey Kessler  
Attorney for Defendants

**FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

Dated: 11/27/2024

  
HONORABLE CHARLES F. EICK  
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury  
that I have read in its entirety and understand the Protective Order that was issued by  
the United States District Court for the Central District of California on  
\_\_\_\_\_ in the case of  
\_\_\_\_\_. I agree to comply with and to be  
bound by all the terms of this Protective Order and I understand and acknowledge  
that failure to so comply could expose me to sanctions and punishment in the nature  
of contempt. I solemnly promise that I will not disclose in any manner any  
information or item that is subject to this Protective Order to any person or entity  
except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
for the Central District of California for the purpose of enforcing the terms of this  
Protective Order, even if such enforcement proceedings occur after termination of  
this action. I hereby appoint \_\_\_\_\_ [print or type full  
name] of \_\_\_\_\_ [print or type full address  
and telephone number] as my California agent for service of process in connection  
with this action or any proceedings related to enforcement of this Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_